

VIRGINIA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
INVITATION FOR SEALED BIDS LIMITED TO LICENSED A HVAC CONTRACTORS
IFB# 301-07-008

Issue Date: March 8, 2007

Title: Mechanical, Electrical and Plumbing Services

Due Date: April 23, 2007 no later than 2:00 PM EST

Commodity Code: 91036, 91468, 91438, 03125

Issuing Agency: Virginia Department of Agriculture & Consumer Services
Procurement Office
Oliver Hill Building – Room 265
102 Governor St.
Richmond, VA 23219

Period of Contract: Date of Award through May 1, 2008, with Four (4) One-Year Renewal Options

Optional Pre-Bid Conferences: See Section IV for detailed information and locations.

All inquiries should be directed to Katherine Bosdell, CPPB, VCO, Senior Contract Specialist, by phone 804-225-3798, fax 804-371-8372, & e-mail Kathy.Bosdell@vdacs.virginia.gov.

Mail or hand deliver bids to the Issuing Agency shown above. It is the sole responsibility of the Bidder to ensure that his/her sealed bid is received by the due date and time. Late bids, or bids received unsealed, will not be accepted or considered. Electronic bids are not allowed and cannot be accepted.

Contracts will be awarded to eVA registered vendors only. See Section VI.U. for details. Small, Women and Minority Owned (SWAM) Businesses are encouraged to submit bids in response to this solicitation. In order for a SWAM business to be considered as such the business must be certified by the Virginia Department of Minority Business Enterprise. Application for certification can be made at www.dmbv.virginia.gov and is free of charge.

In compliance with this Invitation for Bids and to all the conditions imposed therein, and hereby incorporated by reference, the Undersigned agrees to furnish the goods/services at the price(s) indicated on the Pricing Schedule.

Name and Address of Firm:

_____	Date: _____
_____	By: _____
_____	<i>Signature</i>
_____	Name: _____
	<i>Type or Print Name and Title</i>
Phone No: _____	Fax No: _____
Email: _____	FEI/FIN No: _____
Contractor Class A License Number: _____ Speciality: _____	

NOTE: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia, Section 2.2-4300*, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RETURN OF THIS PAGE IS REQUIRED

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I. PURPOSE

The purpose and intent of this Invitation for Bids (IFB) is to solicit sealed bids to establish a term contract with one or more qualified licensed A HVAC Contractors to provide mechanical services to equipment owned by the VA Department of Agriculture and Consumer Services, an agency of the Commonwealth of VA. For the purpose of this IFB, the VA Department of Agriculture and Consumer Services will be referred to as the "Owner" or "VDACS".

II. SCOPE OF WORK The Contractor(s) shall provide all labor, supervision, materials, supplies, parts and tools necessary to provide maintenance services, emergency services and as-needed repairs to maintain mechanical equipment and control systems in accordance with manufacturer's recommendations and all terms and conditions, provisions, and schedules of this contract. Materials supplied by the Contractor(s) shall be invoiced based on actual cost to the Contractor(s). Copies of material receipts shall be attached to invoices. VDACS may issue work orders up to fifty thousand dollars (\$50,000) for any one project. Contractor(s) shall not perform work which would result in exceeding the dollar limitation on any single work order. VDACS reserves the right to procure any work separately and/or to supply any or all of the materials and parts.

A. Examples of the types of mechanical services that would be performed under this contract include, but are not limited to, the following:

1. Repair/replace hot water heating supply and return piping, high temperature water control valves, heat exchangers, expansion valves, control valves, hangers (where necessary), insulation, chemical shot feeders and air separators.
2. Repair/replace steam condensate receivers, condensate pump controls, steam generator relief valves, and sight glass and tube bundles. Plug, repair or replace generator tube bundles as required.
3. Repair/replace air handling units, fan coil units, heat pumps, pneumatic controls, air compressors, electric motors, pumps, ball valves, butterfly valves, check valves, automatic control valves, pressure relief valves, spray unit heads, electric motors and expansion joints.
4. Repair/replace air handling units and heat pumps to include bearings, shafts, belt fans, pulleys, motors, pumps, pressure relief valves, automatic control valves, pneumatic relief valves, air compressor, ball valves, butterfly valves, and check valves. Any heli-arc welding required shall be performed by a certified welder. Welds shall be air tight and be able to withstand 300 PSIG and 450° F service.
5. Manufacture, install, and repair sheet metal for ductwork per individual project specifications.
6. Overhaul chiller and evaporative condensing units to include all parts and labor required to open, inspect and make repairs to units up to 1000 tons of cooling capacity. The Contractor(s) shall possess the capability to overhaul or have the ability to subcontract work.
7. Diagnostic and repair work on pneumatic and digital control systems.
8. Ventilation duct cleaning.
9. Electrical to include ballast replacement, lamp replacement, receptacles, breakers and panel boxes.
10. Plumbing to include toilets, sinks, drain traps, back flow preventor with certification and service connections.

B. FIXED PRICE AND TIME AND MATERIALS WORK ORDERS:

1. The Contractor(s) shall respond within one (1) workday of notification that services are needed. Contractor(s) must carefully examine the site to acquire a full understanding of the scope of the project or task to be accomplished. Proposals shall be submitted within two (2) workdays after the

site visit, unless otherwise agreed to by the Contract Administrator. Projects or tasks will be initiated by one of the following procedures at the discretion of VDACS:

a. Fixed Price Work Orders:

The Contractor shall provide a detailed proposal for the work, itemizing all labor (hours by trade, skill level and contract bid rates, overtime required, estimated completion time, estimated material costs, rental equipment, etc.). The Contractor, in establishing the estimated completion date or time, should take into account the time required to obtain delivery of the required materials and, where appropriate, will advise VDACS if the availability of materials will delay the start of work on the project beyond the three-day start date requirement.

VDACS will review the proposal and, if the proposal is considered reasonable, issue a Fixed Price Work Order (negotiated proposal less equipment rental) to the Contractor. No work is to be undertaken by the Contractor until a written Work Order is received.

The Contractor, unless an alternate start date is agreed to by the Contract Administrator, shall start work no later than three (3) days from the date of notification to proceed. All work shall be completed within the time set forth in the Work Order. The Contractor is responsible for notifying the Contract Administrator at least two (2) working days in advance when personnel are expected to be on site.

The work will be invoiced at the agreed upon fixed price; invoices for equipment rental must be attached to be reimbursed for costs. No hourly time will be kept, although the Contractor is responsible for notifying the Contract Administrator when personnel are on site.

b. Time and Material Work Orders:

The Contractor(s) shall furnish the Contract Administrator with a not-to-exceed, written estimate of the costs to complete the project, including the types and quantities of labor (hours by trade and skill level and contract bid rates, overtime required, etc.), a listing and description of the major items of material needed and material cost. Material costs and equipment rental will be reimbursed based upon the Contractor's actual invoices. No mark-ups will be allowed. The Contractor(s) shall provide an estimated date of completion, expressed as either a definite date or the number of days after receipt of the Work Order. The Contractor, in establishing the target date for completion, should take into account the time required to obtain delivery of the required materials and, where appropriate, will advise the Contract Administrator if the availability of materials will delay the start of work on the project.

Upon approval by VDACS, a Work Order will be issued to the Contractor. No work shall be undertaken by the Contractor until a written Work Order is received. The Contractor shall start work no later than three (3) days from the date of notification to proceed unless an alternate start date is agreed to by the Contract Administrator.

The Contractor and his personnel shall sign in with the Contract Administrator each day before commencing work. The Contractor shall submit daily timesheets indicating names of personnel who worked on the project, the appropriate labor category, and hours worked (to exclude lunch and travel). The timesheets shall be submitted no later than noon the next working day. The Contractor shall submit copies of the daily timesheets with all invoices for work accomplished on a project. Any discrepancies between daily timesheets and invoiced hours will be deducted from the invoiced amount. Except for unforeseen conditions that will be resolved by change order, the Contractor shall be responsible for completing the project at no additional cost to VDACS if the project runs over the not to exceed estimate.

C. GENERAL WORK PROCEDURES:

1. Work to be performed under this contract will normally not require the services of an architect, engineer, or consultant. The work required is expected to be accomplished as a result of routine field surveys by the Contractor and Contract Administrator, examination of written information and simple sketches and diagrams briefly describing VDACS' needs, and existing building plans. However, if upon completing the site investigation of the work, the Contractor determines that the scope of work in response to VDACS' request requires the services of an architect, engineer or consultant, the Contractor shall notify the Contract Administrator that the work requested cannot be accomplished under this contract without approved drawings, specifications and/or designs.
2. The Contractor shall be responsible for providing the appropriate types and skill levels of personnel required to accomplish the work and for providing adequate supervision at the work site to assure that the work is accomplished in compliance with all applicable laws, ordinances, rules, regulations and codes, including Virginia OSHA requirements and the latest version of the Virginia Uniform Statewide Building Code issued by the Department of Housing and Community Development in effect on the date of the Work Order. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection and life safety systems or any other building features that will overload or render useless any portion of the facility.
3. The Contractor shall provide transportation for workers and tools to the job site.
4. All tools required to perform the required work shall be provided by the Contractor. If the job requested by VDACS requires the Contractor to rent special equipment, VDACS will pay at the invoiced cost for the rental. The Contractor shall state the requirement for renting special equipment as part of the estimate.
5. Materials and parts shall be invoiced to VDACS at the actual cost paid by the Contractor. No mark-ups will be allowed.
6. Although the majority of all work will be performed at the job site, any supporting work required to be accomplished at an off-site location must be approved and coordinated in advance by the Contract Administrator.
7. All repairs and alterations to electrical, structural and architectural building components relative to the assigned work shall be performed by the Contractor unless other arrangements are made by the Contract Administrator.
8. The Contractor shall not store any flammable or hazardous material on VDACS' property without prior written approval. The Contractor shall provide MSDS Sheets for any hazardous materials to VDACS.
9. All areas in which the Contractor conducts work shall be left in a clean and orderly condition. Areas adjacent to work areas shall be protected by the Contractor from damage including lawns, shrubbery, interior floor, wall and trim surfaces, and private property. Interior and exterior storage of materials and equipment used on the job shall be in an orderly manner with the storage site approved by the Contract Administrator. The Contractor shall be responsible for the disposal of all debris and excess materials, off VDACS' property, in accordance with existing regulations regarding such disposal. Any excess new material shall become the property of VDACS if requested.
10. The Contractor shall provide manufacturers' approved parts and materials in new and first class condition for repair of all building equipment at the Contractor's actual invoice cost. No mark-ups are allowed.
11. The Contractor shall submit an inventory of all equipment to be serviced and a preventative maintenance schedule within 14 days of award of contract. VDACS reserves the right to add or

delete equipment and locations throughout the contract period and to increase or decrease preventative maintenance schedules.

D. SPECIFIC WORK PROCEDURES:

1. Regular Maintenance and Repair Services: Unless mutually agreed upon by the Contractor and the Contract Administrator, all routine maintenance and repair services shall be performed during normal business hours, which are 7:45 A.M. to 4:30 P.M., Monday through Friday with the exception of holidays.
2. Repair services shall be provided on an as-needed hourly labor rate basis as stated in the Pricing Schedule for the qualified technicians required. Service provided outside of the normal business hours of 7:45 A.M to 4:30 P.M. Monday through Friday shall be invoiced at the overtime/emergency labor rate as indicated in the Pricing Schedule.
3. Emergency Repair Services: Emergency repair service must be available 24 hours a day, 7 days per week. Service outside of normal business hours of 7:45 A.M to 4:30 P.M. Monday through Friday shall be invoiced at the overtime/emergency labor rate as indicated in the Pricing Schedule.

E. CONTRACTOR'S RESPONSIBILITIES:

Contractor(s) shall comply with the following procedures:

1. The Contractor shall notify the Contract Administrator at least two (2) working days in advance of commencing work so that the building occupants may be notified in a timely manner. The Contractor shall provide the Contract Administrator with information as to what time the work will start and the estimated time for completion.
2. The Contractor shall check-in daily with Contract Administrator upon arrival prior to beginning work and check-out prior to leaving the premises.
3. Hours for work performed on a time and materials basis under this contract shall be paid only for productive time on the job site. Time spent for transportation of workers, material acquisition, handling and delivery or movement of Contractor owned materials or rental equipment, and breaks for lunch or other time the employees are away from the job site are not chargeable directly but are overhead and must be included in the hourly rates bid for basic labor.
4. The Contractor's supervisor shall be responsible for the security of the building if the facility is unoccupied during the time work is being completed. All doors and windows shall be closed and locked before the Contractor leaves the work site.
5. Contractor's personnel shall employ or have on its permanent payroll a Commonwealth of Virginia licensed HVAC technician. Proof of certification shall be submitted to VDACS upon request. The Contractor shall provide a labor force qualified to perform the requested work.
6. The Contractor shall not drive or park on any sidewalk or grounds area without permission of the Contract Administrator.
7. All work under this contract shall be performed in a good workmanlike manner in accordance with the terms and conditions of this contract and prevailing industry standards.
8. The Contractor shall be responsible for controlling the conduct and performance of the Contractor's personnel, and ensure compliance with the following rules:
 - a. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be

- permitted in the building.
 - b. No loud or boisterous conduct permitted.
 - c. Contractor's employees shall not disturb papers on desks, or open desk drawers, cabinets or briefcases at any time.
 - d. Contractor's employees shall not use or tamper with any office machines, equipment, and/or VDACS' employees' personal property at any time.
 - e. Contractor's employees shall not use VDACS' telephones at any time without prior permission.
 - f. No smoking in buildings.
 - g. No radios or portable music devices.
9. VDACS reserves the right to request the removal of any of the Contractor's employees at any time for reasonable cause. Such requests will be made to the Contractor or the Contractor's supervisor only.

III. REPORTING AND RECORDKEEPING REQUIREMENTS

- A. Repair Report: A written report shall be submitted to the Contract Administrator upon completion of, and on the same day as, the maintenance and repair service was performed. In the event the VDACS office is closed, these reports will be delivered as soon as practicable the next business day. The report may be made on the Contractor's form and should include:
- 1. Name & address of Company or Contractor
 - 2. Date of service
 - 3. Name and signature of Contractor's supervisor
 - 4. A detailed description of the work performed including name of equipment serviced or repaired, work performed and Work Order number
 - 5. A detailed list of materials used and/or parts used
 - 6. Needed repair work, problems, failures or malfunctions noted during work performed
- B. For tasks performed on time and material Work Orders, the Contractor's supervisor shall include the items in Section III.A and record the time-in, time-out and names of the Contractor's employees on the job site for that day.
- C. Recordkeeping: The Contractor shall keep and maintain an accurate record on each piece of equipment indicating all maintenance work, repairs, trouble calls, parts used, wiring and circuit changes and all modifications. Repair services and emergency calls should be denoted separately on the record. The record should include:
- 1. Date and description of work performed
 - 2. Equipment manufacturer's name
 - 3. Equipment model and serial numbers

IV. OPTIONAL PRE-BID CONFERENCE

Optional pre-bid conferences will be held at the locations, dates and times listed below. Each pre-bid conference will address issues for that location only. Bidders are strongly encouraged to attend the optional pre-bid conference for their selected location so that they may have a clear understanding of the specifications, scope of work, equipment and requirements of this solicitation. No other opportunities will be available to visit the sites except at the optional pre-bid conferences. **Bring a copy of this solicitation to the conference.** Claims as a result of failure to inspect the job site will not be considered by VDACS. If necessary, when all pre-bid conferences are completed an addendum may be issued.

Laboratories, Offices & Farmer's Markets	Date and Time	VDACS Contact
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|---|------------------------------------|-----------------------------|
| 1. Lynchburg Regional Laboratory
Lynchburg Regional Office
4832 Tyreeanna Rd.
Lynchburg, VA 24504
434-947-2518 | Tuesday
March 27, 2007 at 10 am | Larry Harris
Jake Jacobs |
|---|------------------------------------|-----------------------------|

The Lynchburg Regional Laboratory is a new facility completed in 1998. The 8,400 sq. ft. state of the art laboratory is constructed of masonry block with brick facing, a sloped shingle roof and second floor mezzanine for air handling and mechanical equipment. The laboratory facility is sited adjacent to the regional office building.

The Lynchburg Regional Office was constructed in 1970. The 5,000 sq. ft. facility is a one-story brick on block building with a standing seam metal roof. A new HVAC system and standing seam metal roof was installed in 1995.

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| 2. Ivor Regional Laboratory
34591 General Mahone Blvd.
Ivor, VA 23866
757-859-6221 | Monday
April 2, 2007 at 9 am | Larry Harris |
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The Ivor Regional Laboratory and Office is an 8,400 sq. ft. one story brick and concrete block building with vinyl tile floors and a single ply roof. A new HVAC system and new controls have been installed.

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| 3. Suffolk Inspection Office
Suffolk Maintenance Building
308 Cullodan St.
Suffolk, VA 23439
757-925-2286 | Monday
April 2, 2007 at 12 noon | Larry Harris |
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The Inspection Office in Suffolk is a 4,100 sq. ft. two story concrete block building with brick facing constructed in 1957 with an addition built in 1968. Two HVAC systems serve the office building. One system serves the original building and the other system serves the addition. The Suffolk Maintenance Building is a 4,200 sq. ft. one story concrete block building with an EPDM roof.

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| 4. Warrenton Regional Laboratory
272 Academy Hill Rd.
Warrenton, VA 20186
540-347-6385 | Wednesday
April 4, 2007 at 10 am | Pat Kidd
Jake Jacobs |
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The Warrenton Regional Laboratory is a new facility completed in 1997. The 8,400 state of the art laboratory is constructed of masonry block with split faced block facing, a sloped shingle roofing system and second floor mezzanine for air handling and mechanical equipment. The laboratory is located on a site approximately two miles from the old laboratory and the regional office.

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| 5. Warrenton Regional Office
234 W. Shirley Ave.
Warrenton, VA 20186
540-347-6380 | Wednesday
April 4, 2007 at 11:30 am | Pat Kidd
Jake Jacobs |
|---|--|-------------------------|

The Warrenton Regional Office built in 1970 is a 5,500 sq. ft. one story concrete block building with brick facing. The interior consists of vinyl tile flooring, painted concrete brick walls and acoustical tile ceilings. The building is utilized by the Divisions of Consumer Protection and Marketing. Three new roof top units with

automated controls have been installed.

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| 6. Northern Neck Virginia Farmer's Market
1647 King Highway
Oak Grove, VA 22443
540-845-7990 | Friday
April 6, 2007 at 10 am | Pat Kidd
Jake Jacobs |
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The Northern Neck of Virginia Farmer's Market is located approximately two miles west of Oak Grove on Route 3 in Westmoreland County, Virginia. The 60,000-sq. ft. facility contains 11,000 sq. ft. of cold storage and a 3,000 sq. ft. office. The facility was completed in 1998. The market is operated by the Northern Neck Vegetable Growers Association through a contract with the VA Department of Agriculture and Consumer Services. A single tenant, Parker Farms, manages the market for the purpose of processing and marketing locally grown produce. Modifications to the facility completed by Parker Farms include a mezzanine in the packing area, installation of packing lines, installation of a cold storage rack system and office alterations.

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| 7. Southwest Virginia Farmer's Market
Produce Warehouse
Admin Building
497 Farmer's Market Dr.
Hillsville, VA 24343
276-728-5540 | Monday
April 9, 2007 at 11 am | Pat Kidd |
|--|----------------------------------|----------|

The Southwest Virginia Farmer's Market is located in Carroll County at the intersection of I-77 and Route 58 near Hillsville. The market complex consists of a 30,000 sq. ft. produce warehouse with 2,400 sq. ft. of cold storage and a 1,300 sq. ft. administrative office building. Construction was completed in 1992. The market is operated by Carroll County through a contract with the VA Department of Agriculture and Consumer Services. The facility is utilized by multiple tenants and operates throughout the year.

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| 8. Wytheville Regional Laboratory
Wytheville Regional Office
250 Cassel Rd.
Wytheville, VA 24382
276-228-5501 | Monday
April 9, 2007 at 1pm | Pat Kidd |
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The Wytheville Regional Laboratory is an 11,500 sq. ft. facility constructed in 1994. The laboratory is constructed of brick faced masonry block with a combination built-up and standing seam metal roof and second floor mezzanine for air handling and mechanical equipment.

The Wytheville Regional Office is a 6,100 sq. ft. one story concrete block building with brick facing constructed in 1968. A portion of the interior of the building was renovated in 1994. New energy efficient windows were installed in 1999 and the HVAC system was replaced in 2001 and 2005.

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| 9. Accomack Inspection Office
1 Front St.
Accomack, VA 23301
757-787-5871 | Wednesday
April 11, 2007 at 11 am | Pat Kidd |
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The Inspection Office in Accomack is a one story 1,100 sq. ft. brick and block building on a concrete slab with a built-up roof and vinyl tile floors. The building is served by a boiler and central air conditioning unit.

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| 10. Onley Inspection Office
Front Street
Onley, VA 23418
757-787-5867 | Wednesday
April 11, 2007 at 1 pm | Pat Kidd |
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The office in Onley is a one story brick on concrete block building on a concrete slab with a single ply roofing

system. The 1,900 sq. ft. building was constructed in 1952. The building has a boiler and window air conditioning units.

11. Eastern Shore Virginia Farmer's Market

Admin Building
Produce Warehouse
28215 Terminal Dr.
Melfa, VA 23410
757-787-3842

Wednesday

April 11, 2007 at 2:30 pm

Pat Kidd

The Eastern Shore of Virginia Farmer's Market is located in Accomac County in Melfa, Virginia. The facility completed in October 1993, consists of a 40,000 sq. ft. produce warehouse with 8,000 sq. ft. cold storage, truck scales and a 1,200 sq. ft. administrative office building and a hydro cooler to quickly cool locally grown produce. The market is operated by the Eastern Shore Farmer's Marketing Cooperative through a contract with the VA Department of Agriculture and Consumer Services. The facility, utilized by multiple tenants, operates from April through November processing locally grown produce.

12. Southeast Virginia Farmer's Market

Produce Warehouse
Admin Building
Melon Packing Building
Direct Sales Shed
24540 Agri Park Dr.
Courtland, VA 23837
757-653-0505

Thursday

April 12, 2007 at 11 am

Larry Harris

The Southeast Virginia Farmer's Market, located approximately three miles east of Courtland on Route 58 in Southampton County, Virginia, was completed in May 1998. The facility consists of four buildings located on a 2.3 acre site in the Southampton County Agri-business Park. The market is comprised of a 40,000 sq. ft. produce warehouse with 9,600 sq. ft. of cold storage, 1,300 sq. ft. administrative building, 4,600 sq. ft. melon packing shed and a 4,200 sq. ft. direct sales shed.

VDACS reserves the right to add or delete locations whenever necessary.

V. WARRANTIES

- A. The Contractor shall honor all warranties associated with existing equipment.
- B. All work which does not meet the approval of the Contract Administrator shall be immediately corrected. If the work is not corrected and the equipment remains inoperable or dysfunctional, VDACS reserves the right to deduct the disputed amount due from the Contractor's invoice.
- C. VDACS reserves the right to purchase extended warranties on equipment.

VI. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes and revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the Office of Procurement and is accessible on the Internet at www.dgs.virginia.gov/dps under "Manuals".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Agency and the Contractor are encourage to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute

Resolution (ADR) procedures (*Code of Virginia § 2.2-4366*). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia § 2.2-4343.1E*).

In every contract over \$10,000, the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present, or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:**

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revision to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is to be made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment

received for work performed by the subcontractor(s) under the contract; or

- (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 - b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions, *Vendors Manual*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** VDACS may make such reasonable investigations as deemed proper and necessary, to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** VDACS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of VDACS.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any one of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the

following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability- \$1,000,000 – per occurrence.

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000 as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, service, or disbursements from an alternative provider.
- U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA internet electronic procurement solution, web site portal www.eva.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. **All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.**
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
- (i) DMBE-certified small businesses: 1% capped at \$500 per order
 - (ii) Businesses that are not DMBE-certified small businesses: 1% capped at \$1500 per order.

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

VII. SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to VDACS will be used in product literature or advertising without the express agreement and approval of VDACS. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. VDACS, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AWARD:** VDACS reserves the right to make multiple awards as a result of this solicitation. The awards will be made to the lowest responsive and responsible bidder(s) meeting the requirements of this solicitation. VDACS reserves the right to conduct any test it may deem advisable and to make all evaluations. VDACS also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- D. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- E. **CANCELLATION OF CONTRACT:** VDACS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of VDACS or to failure of VDACS to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- G. **LATE BIDS:** To be considered for selection bids must be received by the Office of Procurement by the designated date and hour. The official time used in the receipt of bids is that time on the automatic time stamp machine in the Office of Procurement. Bids received in the Office of Procurement after the date and hour designated are automatically disqualified and will not be considered. **VDACS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra- mail system. It is the sole responsibility of the bidder to insure that its bid reaches the Office of Procurement by the designated date and hour.** Bid receipts and openings or the receipt of bids scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regular business day.
- H. **PREVENTIVE MAINTENANCE:** The Contractor shall provide the necessary manufacturer's preventative maintenance required for testing, inspection, calibration and/or work necessary to maintain the equipment in complete operational condition during the warranty period.

- I. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- J. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. The Contractor at the Contractor's sole expense shall promptly and permanently correct any deficiencies prior to final acceptance of the work.
- K. **INDEPENDENT CONTRACTOR:** The selected bidder shall not be an employee of VDACS, but shall be an independent contractor. The Contractor shall indemnify and hold VDACS harmless with respect to all withholding, social security, unemployment compensation and all other taxes or amounts of any kind relating to employment of any labor or other persons providing services to VDACS under this agreement. Nothing in this agreement shall be construed as authority for the Contractor to make commitments, which shall bind VDACS or to otherwise act on behalf of VDACS, except as VDACS may expressly authorize in writing.
- L. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he/she may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he/she is as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as he/she is for the acts and omissions of their own employees.
- M. **RENEWAL OF CONTRACT:** Upon written agreement of both parties, this contract may be extended by VDACS for four (4) successive one (1) year periods, under the terms of the current contract, except as stated in 1 and 2 below. Such written notice shall be given approximately 60 days prior to the expiration date of each contract period.
1. If VDACS elects to exercise the option to extend the contract for an additional one-year period, the contract price(s) for the additional year shall not exceed the contract prices of the original contract increase/decrease by the percentage increase/decrease of the "other services" category of the CPI-W section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If VDACS elects to exercise the option to extend the contract for the second, third and fourth additional one-year periods, the contract prices (s) for the second, third and fourth additional one-year periods shall not exceed the contract price(s) of the first one-year extension period increased/decreased by no more than the percentage increase/decrease of the "other services" category of the CPI-W section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- N. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VDACS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish VDACS the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract. Subcontractors shall be an A or B licensed contractor.
- O. **WARRANTY:** The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.

- P. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to VDACS' satisfaction at the Contractor's expense.
- Q. **BIDDER UNDERSTANDING OF REQUIREMENTS:** Your signature on your bid certifies that you have inspected the job site, are aware of the conditions under which the work must be accomplished and that you fully understand this solicitation. It is the responsibility of each Bidder to inquire about and clarify any requirements of this solicitation that are not understood. Failure to understand the requirements of this solicitation will not relieve the Contractor of any responsibilities under any contract. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth. VDACS will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Office of Procurement. Bidders must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of bids. A copy of all inquiries and the respective response may be provided in the form of an addendum. These questions may be sent by FAX to 804-371-8379 using Attachment B, the Understanding of Requirements form.
- R. **PROTECTION OF PERSONS AND PROPERTY :**
1. The Contractor expressly undertakes both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property, which may come on the site or be affected by the Contractor's operation in connection with the work.
 2. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
 3. The Contractor shall continuously maintain adequate protection of VDACS' property from damage or loss arising in connection with this contract. The Contractor shall make good any such damage. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by VDACS.
- S. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
- T. **CONTRACTOR REGISTRATION:** Bidder shall provide contractor licensing information on cover sheet of this solicitation or promptly when requested to do so after the bid opening. If Bidder fails to provide the requested information he shall be deemed to be in violation of §54.1-1115 of the *Code of Virginia* (1950) as amended, and his bid will not be considered. If a Bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.
- U. **MAINTENANCE MANUALS:** The Contractor shall provide with each newly installed piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- V. **IDENTIFICATION OF BID ENVELOPE:** The signed Bid should be returned in an envelope or package, sealed, and identified as follows:

	<u>April 23, 2007</u>	<u>2:00 P.M. EST</u>
Name of Bidder	Due Date	Time
	<u>301-07-008</u>	
Street Address	IFB Number	

City, State, Zip Code

IFB Title: Mechanical, Electrical and Plumbing Services

Attention: Katherine Bosdell, CPPB, VCO, Senior Contract Specialist

The envelope should be addressed as directed on page 1 of the solicitation. If a bid envelope is not identified with the information shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

VIII. METHOD OF PAYMENT: The Contractor shall be paid based on invoices submitted directly to the Facilities Management Department location listed below:

Virginia Department of Agriculture & Consumer Services
Facilities Management Department
Attn: Pat. Kidd
Oliver Hill Building, Rm. 237
102 Governor St.
Richmond, VA 23219

All invoices shall show the contract number or purchase order number, location of work performed and include supporting documentation for hours worked and materials used signed by the VDACS representative at the location being serviced.

- IX. BID EVALUATION PROCEDURES:** Bids will be evaluated based on the lowest Total Labor Cost for Project price from responsive, responsible bidders. Bids will be evaluated based on the following hypothetical project using the labor rates from the Contractor's submitted Pricing Schedule:

<u>NOTE: BIDDERS ARE NOT TO FILL IN THESE BLANKS. THIS EXAMPLE IS ONLY INTENDED TO SHOW THE EVALUATION PROCEDURE TO BE USED:</u>						
Supervisor/Foreman	5	hours	@	\$ _____	=	\$ _____
HVAC Mechanic	40	hours	@	\$ _____	=	\$ _____
HVAC Apprentice/Helper	10	hours	@	\$ _____	=	\$ _____
Pipe Fitter	10	hours	@	\$ _____	=	\$ _____
Pipe Fitter Apprentice/Helper	5	hours	@	\$ _____	=	\$ _____
Laborer	5	hours	@	\$ _____	=	\$ _____
Sheet Metal Mechanic	10	hours	@	\$ _____	=	\$ _____
Certified Welder	8	hours	@	\$ _____	=	\$ _____
Controls Technician	20	hours	@	\$ _____	=	\$ _____
Electrician	20	hours	@	\$ _____	=	\$ _____
Plumber	20	hours	@	\$ _____	=	\$ _____
TOTAL LABOR COST FOR PROJECT						\$ _____

X. PRICING SCHEDULE AND PREVENTATIVE MAINTENANCE SCHEDULE SAMPLE**IFB#301-07-008**

- A. **Pricing Schedule:** VDACS will pay the Contractor's actual invoiced cost of materials. Travel time, lunch breaks or other non-work related breaks shall not be included in actual hours worked. The Contractor shall bill hourly rates at the appropriate skill level required to accomplish the task, and the skill level of the worker shall not be less than the rates billed for that worker. Except for unforeseen conditions that will be resolved by Change Order, the Contractor will be responsible for completing the project at no additional cost to VDACS if the project runs over the not to exceed estimate. **IMPORTANT NOTE: ANY BIDDER WHO ENTERS \$0, NA, OR NC ON A PRICING LINE OR LEAVES IT BLANK SHALL BE CONSIDERED NONRESPONSIVE. BIDDERS MAY BID ON ONE OR MORE LOCATIONS.**

Complete Location Name: _____ See location names in Section IV.
 One Pricing Schedule per desired location must be submitted.

REGULAR TIME (Worked in normal business hours 7:45 AM – 4:30 PM, Monday – Friday)		OVERTIME/EMERGENCY (Outside of normal business hours to include weekends, nights and State of VA holidays; Hourly rate not to exceed 1.5 times regular rate)	
Supervisor/ Foreman	\$ _____/hr.	Supervisor/ Foreman	\$ _____/hr.
HVAC Mechanic	\$ _____/hr.	HVAC Mechanic	\$ _____/hr.
HVAC Apprentice/Helper	\$ _____/hr.	HVAC Apprentice/Helper	\$ _____/hr.
Pipe Fitter	\$ _____/hr.	Pipe Fitter	\$ _____/hr.
Pipe Fitter Apprentice/Helper	\$ _____/hr.	Pipe Fitter Apprentice/Helper	\$ _____/hr.
Laborer	\$ _____/hr.	Laborer	\$ _____/hr.
Sheet metal Mechanic	\$ _____/hr.	Sheet metal Mechanic	\$ _____/hr.
Sheet metal Helper	\$ _____/hr.	Sheet metal Helper	\$ _____/hr.
Certified Welder	\$ _____/hr.	Certified Welder	\$ _____/hr.
Controls Technician	\$ _____/hr.	Controls Technician	\$ _____/hr.
Insulator	\$ _____/hr.	Insulator	\$ _____/hr.
Electrician	\$ _____/hr.	Electrician	\$ _____/hr.
Plumber	\$ _____/hr.	Plumber	\$ _____/hr.

- B. **Preventative Maintenance Schedule Worksheet Sample:** Bidder shall submit a sample form of the preventative maintenance and inspection worksheet used by the Contractor.

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT A: SAMPLE WORK ORDER

IFB# 301-07-008

DATE: _____

ESTIMATE FOR: Virginia Department of Agriculture & Consumer Services
Fax: 804-371-8372, Attn: Pat Kidd

DESCRIPTION OF WORK:

ESTIMATE (GOOD FOR _____ DAYS FROM DATE SIGNED BELOW)

LABOR:

_____	man-hours	@	\$ _____	=	\$ _____
_____	man-hours	@	\$ _____	=	\$ _____
_____	man-hours	@	\$ _____	=	\$ _____
LABOR SUB-TOTAL					\$ _____

MATERIALS:

_____	@	\$ _____	=	\$ _____	
_____	@	\$ _____	=	\$ _____	
_____	@	\$ _____	=	\$ _____	
_____	@	\$ _____	=	\$ _____	
_____	@	\$ _____	=	\$ _____	
_____	@	\$ _____	=	\$ _____	
MATERIAL SUB-TOTAL					\$ _____

ESTIMATE TOTAL: \$ _____

DAYS TO COMPLETE AFTER AUTHORIZATION TO PROCEED:

SIGNED: _____

COMPANY: _____

DATE: _____

TO BE USED BY VDACS FACILITIES MANAGEMENT:

WORK ORDER NO: _____

DATE: _____

ATTACHMENT B: CONTRACTOR DATA SHEET**IFB#301-07-008**

1. **QUALIFICATIONS OF BIDDER:** The Bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. The Bidder's signature on the cover of this solicitation indicates that the Bidder certifies such.
2. **YEARS IN BUSINESS:** Number of years in business providing the types of services described in this solicitation
_____ Years _____ Months Year business organized _____
3. **TYPE OF BUSINESS:** Please indicate if your firm is one or more of the following:

<input type="checkbox"/> SMALL BUSINESS	<input type="checkbox"/> INDIVIDUAL BUSINESS
<input type="checkbox"/> WOMAN-OWNED BUSINESS	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> MINORITY-OWNED BUSINESS	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> SHELTERED WORKSHOP	<input type="checkbox"/> CORPORATION

This information is requested for informational purposes only.

4. **REFERENCES:** Provide a list of current references, and/or other companies that your firm is servicing. Include the length of service, dollar volume, year contract was entered into, and the name and address of the person VDACS can contact to verify the Contractor's qualifications. Such listing shall be comprehensive of your firm's customer base.

COMPANY NAME, CONTACT AND PHONE NUMBER	ADDRESS	YEAR AND DOLLAR VOLUME	LENGTH AND TYPE OF SERVICES DELIVERED

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C: BIDDER UNDERSTANDING OF REQUIREMENTS

IFB#301-07-008

BIDDER NAME: _____ DATE: _____

The following question concerns specifications, Section (number) _____
paragraph _____, page _____:

All responses to questions may be made by Addendum.

Questions Submitted by: _____
NAME

FIRM

PAGE _____

This may be FAXED to Katherine Bosdell at 804-371-8372.